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**DECISION**



**THE COMPTROLLER GENERAL  
OF THE UNITED STATES**  
WASHINGTON, D. C. 20548

10,402

FILE: B-193443

DATE: June 7, 1979

MATTER OF: *[Claim for]* Burnell F. Peters - Relocation Expenses *Involving*  
Settlement of Unexpired Lease *]*

**DIGEST:** Employee of HEW assigned to state education agency under Intergovernmental Personnel Act (IPA) may not be reimbursed for unexpired lease expense because 5 U.S.C. § 3375, enumerating authorized relocation expenses incident to IPA assignments, does not include such an expense. Since such authority is limited by statute, fact that agency terminated Assignment Agreement 1 year earlier than stated has no effect on employee's entitlement.

The Department of Health, Education, and Welfare (HEW) requests a decision as to whether Mr. Burnell F. Peters, an employee of the Department, may be reimbursed \$555 for settlement of a lease in connection with the termination of an Intergovernmental Personnel Act (IPA) assignment.

The record shows that Mr. Peters was assigned to a detail with the Texas Education Agency, Austin, Texas, from his permanent station with HEW, in Dallas, Texas, under the provisions of the IPA of 1970, as amended, 5 U.S.C. §§ 3371-3376 (1976). In accordance with the IPA, HEW and Mr. Peters executed an Assignment Agreement covering a 2-year period from July 1, 1975, to July 1, 1977. The assignment was later extended by HEW for an additional 2 years under the provisions of 5 U.S.C. § 3372(a) (1976). However, the assignment was terminated by HEW on June 30, 1978, 1 year earlier than agreed upon, so that Mr. Peters could be returned to his Dallas office for reassignment.

The agency states that it denied Mr. Peters' claim for \$555 incurred in settling an unexpired lease because there is no authority under the IPA agreement for such payment.

Mr. Peters states that HEW caused the unexpired lease expense by its early termination of the Assignment Agreement. He states that HEW Instruction 334-1 does not clearly provide for housing-related expenses in an IPA change of station but he says that:

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"\* \* \* it does provide protection for the Government by stating 'If the employee violates the agreement, the money spent by the Federal Government is recoverable from the employee as a debt due the U.S.' I would expect when properly explained that a reverse situation in favor of the employee could also be approved.\* \* \*"

Pursuant to section 402 (a) of the IPA, 5 U.S.C. § 3375 (1976), appropriations of an executive agency are available to reimburse a Federal employee for certain travel expenses. That section reads in part as follows:

"(a) Appropriations of an executive agency are available to pay, or reimburse, a Federal or State or local government employee in accordance with--

"(1) subchapter I of chapter 57 of this title, for the expenses of--

"(A) travel, including a per diem allowance, to and from the assignment location;

"(B) a per diem allowance at the assignment location during the period of the assignment; and

"(C) travel, including a per diem allowance, while traveling on official business away from his designated post of duty during the assignment when the head of the executive agency considers the travel in the interest of the United States:

"(2) section 5724 of this title, for the expenses of transportation of his immediate family and of his household goods and personal effects to and from the assignment location;

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"(3) section 5724a(a)(1) of this title, for the expenses of per diem allowances for the immediate family of the employee to and from the assignment location;

"(4) section 5724a(a)(3) of this title, for subsistence expenses of the employee and his immediate family while occupying temporary quarters at the assignment location and on return to his former post of duty; and

"(5) section 5726(c) of this title, for the expenses of nontemporary storage of household goods and personal effects in connection with assignment at an isolated location."

The language in the Assignment Agreement quoted by Mr. Peters is required by 5 U. S. C. § 3375(b) (1976).

In considering what relocation expenses should be reimbursed to an employee participating in the IPA program, Congress determined that such employees were entitled only to the relocation expenses listed in sections 5724a(a)(1) and (3), and section 5726(c) of title 5 of the United States Code. No provision was made for reimbursement of expenses incurred in the settlement of an unexpired lease. Matter of James D. Broman, B-185810, November 16, 1976; Matter of Alan O. Mann, B-183042, April 24, 1975.

The Assignment Agreement states in Part VIII--APPLICABILITY OF RULES, REGULATIONS, AND POLICIES, that:

- "2. Assignee has been informed that the assignment may be terminated at any time at the option of the Federal executive agency or the State or local government.
- "3. Assignee has been informed that any travel and transportation expenses covered from Federal agency appropriations may be recoverable as a debt due the United States, if he does not serve until the completion of his assignment (unless terminated earlier by either employer) or one year, whichever is shorter." (Emphasis added.)

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Both of the above paragraphs are check-marked, which indicates that Mr. Peters was aware at the time he signed the Assignment Agreement that it could be terminated at any time, not just after the completion of the extended 2-year period. Also, the authority to pay travel expenses in connection with IPA assignments is limited by statute; therefore, the fact that the agency cancelled the assignment 1 year earlier has no effect on an employee's entitlement. See Matter of Donald B. Kornreich, B-170589, September 18, 1974.

Accordingly, Mr. Peters' claim for reimbursement for an unexpired lease expense may not be allowed.



Deputy Comptroller General  
of the United States